

EXHIBIT D

Jessica Stoler

August 5, 2019

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<p>UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA CHARLESTON DIVISION</p> <hr/> <p>JESSICA A. STOLER, Plaintiff,</p> <p>v. CIVIL ACTION NO. 2:18-CV-00988</p> <hr/> <p>PENNYMAC LOAN SERVICES, LLC, Defendant.</p> <hr/> <p>DEPOSITION OF JESSICA STOLER</p> <p>Goodwin & Goodwin, PLLC 300 Summers Street Charleston, West Virginia</p> <p>August 5th, 2019 10:00 a.m. - 11:49 a.m.</p> <hr/> <p>KRISTEN S. CRADDOCK, CCR Sanford Reporting & Video, Inc. P.O. Box 886 St. Albans, WV 25177 (304) 389-5562</p>	1 EXAMINATION INDEX 2 BY MR. CROWLEY 5 3 BY MR. POMPONIO 60 4 BY MR. CROWLEY 67 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
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<p>1 APPEARANCES:</p> <p>2 COUNSEL FOR PLAINTIFF: Jessica A. Stoler</p> <p>3 Bren J. Pomponio, Esquire MOUNTAIN STATE JUSTICE, INC. 4 2117 Quarrier Street 5 Charleston, West Virginia 25301</p> <p>6 COUNSEL FOR DEFENDANT: PennyMac Loan Services, Inc.</p> <p>7 Francis X. Crowley, Esquire BLANK ROME, LLP 8 130 North 18th Street 9 Philadelphia, Pennsylvania 19103</p> <p>10 Carrie Goodwin Fenwick, Esquire GOODWIN & GOODWIN, PLLC 11 300 Summers Street, Suite 1500 12 Charleston, West Virginia 25064</p> <p>13 14 15 16 17 18 19 20 21 22 23 24</p>	1 EXHIBIT INDEX 2 1 Interrogatories 8 3 2 Series of Letters 11 4 3 Customer Certification 15 5 4 4/7/17 Notice 16 6 5 Mortgage Assistance Application 18 7 6 6/30/17 Notice 22 8 7 12/5/17 Notice 28 9 8 Mortgage Assistance Application 31 10 9 1/23/18 Notice 39 11 10 1/3/18 Letter 36 12 11 1/23/18 Letter 45 13 12 1/25/18 Letter 58 14 13 4/10/14 Notice 59 15 14 Deed of Trust 59 16 17 18 19 20 21 22 23 24

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<p>1 JESSICA STOLER 2 after first being duly sworn, was examined and testified 3 as follows: 4 EXAMINATION 5 BY MR. CROWLEY: 6 Q. Good morning, Ms. Stoler. 7 A. Good morning. 8 Q. As we mentioned before, my name is Frank 9 Crowley, and I'm an attorney here representing PennyMac 10 -- specifically, PennyMac Loan Services, LLC -- in 11 connection with a lawsuit that you have brought against 12 PennyMac. I'm going to ask you a number of questions 13 today that I believe relate to that lawsuit and what's 14 been alleged in the case. And if at any time today you 15 do not understand my questions, for example, if I speak 16 too fast or if the question is confusing in any way, 17 will you please let me know so that I may rephrase? 18 A. Sure. 19 Q. Okay. Many times we'll be able to understand 20 -- you'll be able to anticipate what I'm asking, but 21 please allow me to finish the question so that the court 22 reporter will be able to take down both the question and 23 the answer, okay? 24 By the same token, if you feel that I've cut</p>	<p>1 medical condition that would cause you to have 2 difficulty recalling the past? 3 A. No. 4 Q. A few moments before the deposition started -- 5 MR. CROWLEY: Just for the record, a few 6 moments before the deposition started, counsel and I 7 were speaking that there is no question as to the 8 authenticity of the note and deed of trust; is that 9 correct? 10 MR. POMPONIO: That's correct. 11 MR. CROWLEY: Okay. So, therefore, we 12 have a stipulation as to the authenticity and, 13 therefore, we won't be asking questions necessarily 14 about those documents today, other than some general 15 questions. 16 BY MR. CROWLEY: 17 Q. Ms. Stoler, is it accurate that you did obtain 18 a loan in the approximate amount of \$109,693 in April of 19 2014? 20 A. Yes. 21 Q. And was that a mortgage -- was that secured by 22 a mortgage on your property? 23 A. (No verbal response.) 24 Q. Do you understand that to be a mortgage?</p>
<p>1 you off from an answer either because I jumped in too 2 quick or whatever, please let me know so that I may give 3 you the opportunity to complete your answer, okay? 4 A. Okay. 5 Q. Because the transcript is being taken down by 6 the court reporter, we both need to have all of our 7 answers and questions orally so that -- the court 8 reporter can't take down a shrug or a nod or a shake of 9 the head. 10 A. Okay. 11 Q. Thank you. 12 Have you ever had a deposition taken before? 13 A. No. 14 MR. CROWLEY: Bren, will the witness 15 reserve the right to read and sign? 16 MR. POMPONIO: Probably not. 17 MR. CROWLEY: Okay. 18 BY MR. CROWLEY: 19 Q. Is there -- 20 Are you on any type of medication or anything 21 that would prevent you from accurately recalling what 22 has occurred in the past? 23 A. No. 24 Q. Okay. Are you aware of any other physical or</p>	<p>1 A. Yes. 2 Q. Okay. And what was the property on which the 3 mortgage was placed? 4 A. 2122 21st Street. 5 Q. Okay. And was that your home at the time? 6 A. Yes. 7 Q. Okay. Was this a refinance or a purchase? 8 A. Purchase. 9 Q. Thank you. 10 And have you lived at that address the entire 11 time? 12 A. Yes. 13 (Exhibit No. 1 was marked.) 14 Q. Okay. I'm going to show you a number of 15 documents today and I would ask that you take whatever 16 time is necessary for you to review the documents in 17 order for you to understand what they are, and then I 18 will ask you a number of questions about the documents. 19 And if when I ask a question and you feel you need some 20 additional time to review it, please let me know, okay? 21 Ms. Stoler, I've shown you what's been marked 22 as Exhibit 1 to your deposition, which is a document 23 labeled Plaintiff's Answers and Responses to Defendant's 24 First Set of Interrogatories and Request for Production</p>

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<p style="text-align: center;">Page 9</p> <p>1 of Documents.</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And take whatever time you need to review that, but I'm going to refer you -- the first question I have is I'm going to refer you to what would be Page 26. They are numbered through 25 and then there's Page 26.</p> <p>9 Is that your signature on that document?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Do you recall reviewing this document prior to signing what's labeled there as a verification? Please take whatever time you need to review the document.</p> <p>15 A. Okay. Could you repeat that question again, please?</p> <p>17 Q. Sure. Now that you've had the opportunity to review the document that's Exhibit No. 1 to your deposition, the first 25 pages of it, do you recall reviewing the responses and answers -- the responses that are set forth in that document --</p> <p>22 A. Yes.</p> <p>23 Q. -- prior to signing the document or the verification that's attached as the 26th page?</p>	<p style="text-align: center;">Page 11</p> <p>1 Prior to February of 2017, had you experienced any difficulty in paying your loan?</p> <p>3 A. Yes. On occasion.</p> <p>4 Q. Okay. And, in fact, on occasion, were your payments late or --</p> <p>6 Were your payments late?</p> <p>7 A. Yes. On occasion.</p> <p>8 Q. Okay. And, on occasion, were there months where the payments were submitted more than a month late?</p> <p>11 A. I don't recall. (Exhibit No. 2 was marked.)</p> <p>13 Q. Ms. Stoler, I'm showing you what's been marked as Exhibit 2 to your deposition, which is a series of letters, the first -- the first five pages of which are a letter dated September 21st -- I'm sorry -- July 21st, 2016.</p> <p>18 MR. CROWLEY: And, actually, if I may have -- just for the -- since this will be a deposition exhibit, I'm actually going to cross out the loan number since I notice it's still --</p> <p>22 MR. POMPONIO: Oh, okay.</p> <p>23 MR. CROWLEY: Is that okay for right now for purposes of this?</p>
<p style="text-align: center;">Page 10</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And when you reviewed it, did you consider all of the answers to be true and accurate to the best of your information, knowledge, and belief?</p> <p>5 A. Yes.</p> <p>6 Q. Was there anything in those answers that you thought in any way was inaccurate?</p> <p>8 A. No.</p> <p>9 Q. If you would turn to Page 2 of the document -- and, in particular, read to yourself the question that starts at No. 6 and then the response that was given -- the objection and response that was given to that, which carries over onto Page 4.</p> <p>14 A. Okay.</p> <p>15 Q. Now, focus your attention, please, on Page 3, the paragraph that starts "After dutifully paying on the mortgage loan."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. It's the first --</p> <p>21 Okay. And I'll read it into the record.</p> <p>22 "After dutifully paying on the mortgage loan, Plaintiff began to experience a hardship in February 2017, which would make it difficult to pay her loan."</p>	<p style="text-align: center;">Page 12</p> <p>1 BY MR. CROWLEY:</p> <p>2 Q. And, ma'am, that's --</p> <p>3 Ms. Stoler, if you would, just take a moment to read those first five pages. I'm sorry. It's actually one, two, three -- yes. It's five pages. Okay. Does this refresh your recollection as to whether in --</p> <p>7 Well, first of all, do you recall getting this document?</p> <p>9 A. No, I don't.</p> <p>10 Q. Okay. Do you recall that your June 2016 payment was paid more than a month late?</p> <p>12 A. I don't.</p> <p>13 Q. Okay. Do you recall whether you were having difficulties making payments in June of 2016?</p> <p>15 A. I don't.</p> <p>16 Q. Okay. Ms. Stoler, if you would, turn to the 26th page of that document. Again, it's another five-page letter, this one dated August 25th, 2016, which among other things states that the loan is due for September 1st, 2016.</p> <p>21 Would you take a look at that document, please?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Do you recall seeing that document before?</p>

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<p style="text-align: center;">Page 13</p> <p>1 A. I don't.</p> <p>2 Q. Do you recall whether you were having 3 difficulty making payments in July and August of 2016?</p> <p>4 A. I don't.</p> <p>5 Q. Based on your prior statements, it's my 6 understanding you do recall that there were some 7 payments that were late prior to February of 2017, 8 correct?</p> <p>9 A. Yes.</p> <p>10 Q. Sitting here today, do you recall what it was 11 that caused those payments to be late?</p> <p>12 A. I can say that I was with my previous husband 13 who used to make the payments, so I don't recall certain 14 months that he was late on.</p> <p>15 Q. Now, if you would, look back at Exhibit 1 and, 16 again, where we were just looking in that paragraph that 17 started "After dutifully paying," it's that sentence 18 that -- that paragraph goes on to state that 19 "Plaintiff's partner suffered from liver failure and was 20 on a ventilator. Plaintiff had to take unpaid leave to 21 take care of her partner who was helping pay for 22 household bills and was unable to work."</p> <p>23 Do you see that?</p> <p>24 A. Uh-huh. I do.</p>	<p style="text-align: center;">Page 15</p> <p>1 Q. Other than leaving the position in order to 2 take care of your partner, were there any other reasons 3 for which you left the position?</p> <p>4 A. No. (Exhibit No. 3 was marked.)</p> <p>5 Q. Ms. Stoler, I've handed you what's been marked 6 as Exhibit 3, which is labeled a customer certification 7 and consent and then after that has a number of -- I'm 8 sorry -- a number of other documents including a request 9 for mortgage assistance. If you would, take a moment to 10 review that document.</p> <p>11 Now that you've had the opportunity to review, 12 do you recognize this to be a request for mortgage 13 assistance that you submitted to PennyMac dated March 14 1st, 2017?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Was that the first written request for 17 mortgage assistance that you had submitted to PennyMac?</p> <p>18 A. I don't recall.</p> <p>19 Q. Sitting here today, is there any specific fact 20 or anything you can point to that indicates that you 21 believe you may have submitted a written request earlier 22 than this?</p> <p>23 A. I don't recall submitting a prior request.</p>
<p style="text-align: center;">Page 14</p> <p>1 Q. And was that what caused the -- your 2 difficulties to pay that started in February of 2017?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And did that situation start in February 5 2017, or it'd actually been going on for some time prior 6 to that, that is, your partner's medical issues that 7 were --</p> <p>8 A. He had had medical issues in the past prior to 9 us being together, however, the medical issues this time 10 with me, to the best of my recollection, started around 11 February 2017.</p> <p>12 Q. And approximately how long did -- and, as I 13 understand your answer here, you had to -- you had to 14 take unpaid leave to take care of your partner, correct?</p> <p>15 A. Correct.</p> <p>16 Q. Approximately how long were you on that unpaid 17 leave?</p> <p>18 A. He went into the hospital April 11th and 19 sometime in May. I don't recall the exact date. We had 20 to make a decision -- my employer and I -- regarding the 21 unpaid leave.</p> <p>22 Q. And what do you mean had to make a decision 23 regarding the unpaid leave?</p> <p>24 A. I, basically, had to leave the position.</p>	<p style="text-align: center;">Page 16</p> <p>1 Q. Okay. And was all of the information that you 2 provided in this request true and correct at the time 3 you submitted it?</p> <p>4 A. To my knowledge, yes. (Exhibit No. 4 was marked.)</p> <p>5 Q. Ms. Stoler, I've shown you what's been marked 6 as Exhibit 4 to your deposition, which is a notice dated 7 April 7, 2017 addressed to you. Do you recall -- 8 After you've had the opportunity to review 9 this, my question is going to be do you recall receiving 10 this?</p> <p>11 A. I don't.</p> <p>12 Q. Ms. Stoler, if you'd refer back to Exhibit No. 13 1, that long interrogatory response, in particular, I'm 14 going to refer you to Page 3, which is where we were 15 just looking, that next paragraph starts, "Plaintiff 16 requested assistance from PennyMac, but was denied the 17 assistance by letter dated April 7th, 2017." 18 Does that refresh your recollection in any way 19 as to whether Exhibit 4 is a document you received 20 denying the request for a loan modification?</p> <p>21 A. I don't understand the question.</p> <p>22 Q. Okay. In your interrogatory answer, you 23 indicated that you were denied assistance by letter</p>

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<p style="text-align: center;">Page 17</p> <p>1 dated April 7, 2017, and I'm asking, after reviewing 2 that, whether that helps you refresh your recollection 3 in any way as to whether the document that was 4 identified as Exhibit No. 4, whether you recall getting 5 that -- that letter?</p> <p>6 A. I still don't recall getting the particular 7 letter, but it's around the time, yes, that I should 8 have.</p> <p>9 Q. And on the first page of this letter in the box 10 that's at the bottom, it states that "The U.S. 11 Department of Agriculture has a proprietary loan 12 modification program to assist struggling homeowners 13 with their mortgage payment. Unfortunately, we are 14 unable to approve your modification request under this 15 request. Reasons for the program denial include" -- and 16 then it has three bullet points -- "insufficient net 17 cash flow, ineligible borrowing, housing expense ration 18 outside of acceptable range."</p> <p>19 Do you see that what I just read?</p> <p>20 A. I do.</p> <p>21 Q. Okay. Did you discuss with anyone at PennyMac 22 the reasons why your request for a modification was 23 denied on April 7th, 2017?</p> <p>24 A. I don't recall.</p>	<p style="text-align: center;">Page 19</p> <p>1 (Exhibit No. 5 was marked.)</p> <p>2 Q. Ms. Stoler, what I've asked to be shown to you 3 is what's been marked as Exhibit No. 5, which is a 4 document that on the first page has a fax sheet and 5 starting on the second page is labeled "Mortgage 6 Assistance Application."</p> <p>7 Will you take a moment to review this?</p> <p>8 A. Yes.</p> <p>9 Q. And you recognize this to be the application 10 for the forbearance agreement that you submitted to 11 PennyMac in June of 2017?</p> <p>12 A. I -- I believe it's a request for modification 13 that turned into a forbearance.</p> <p>14 Q. And when you say it turned into a forbearance, 15 what do you mean?</p> <p>16 A. They stated that since I was unemployed and due 17 to the hardship that that would be better for me at that 18 time.</p> <p>19 Q. Were there any discussions as to whether you 20 would or would not qualify for a loan modification as 21 opposed to a forbearance?</p> <p>22 A. Yes. It was my understanding that I would go 23 for the modification after the forbearance.</p> <p>24 Q. I'm sorry. I missed what you said at the end</p>
<p style="text-align: center;">Page 18</p> <p>1 Q. So would it be accurate then, sitting here 2 today, that you don't recall if those reasons listed 3 there were the reasons you understood at that time or 4 not?</p> <p>5 A. I don't.</p> <p>6 Q. Okay. Do you have any recollection of anyone 7 from PennyMac giving you any other reasons or any 8 explanation whatsoever as to why the loan application 9 was denied -- the loan modification application was 10 denied on April 7th, 2017?</p> <p>11 A. No.</p> <p>12 Q. In the next sentence in the interrogatory 13 answer, you stated, "In May 2017, Plaintiff was laid off 14 from her employment and, again, requested assistance 15 from PennyMac."</p> <p>16 That reference to being laid off, is that what 17 you referred to earlier as you and your prior boss 18 having to make a decision about your unpaid leave?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Okay. And as a result of being laid 21 off -- or after you were laid off do you recall 22 submitting a request for a forbearance agreement with 23 PennyMac?</p> <p>24 A. Yes.</p>	<p style="text-align: center;">Page 20</p> <p>1 there.</p> <p>2 Q. That you would go for the modification?</p> <p>3 A. After the forbearance.</p> <p>4 Q. What do you mean by that, ma'am?</p> <p>5 A. They thought it was better due to my 6 unemployment and hardship for me to be on a forbearance 7 plan. My unemployment was a very low amount. It was to 8 my understanding that that was the best choice at the 9 time and that after that period then I could then apply 10 for the -- for a permanent modification.</p> <p>11 Q. Okay. And did you understand in that regard 12 that in order to apply for a permanent modification it 13 would have been necessary for you to comply with all of 14 the terms of the forbearance?</p> <p>15 A. I don't recall.</p> <p>16 Q. Was it your understanding at that time that in 17 order to be considered after the forbearance for a 18 modification that you would have had to have made all of 19 the payments required under the forbearance plan?</p> <p>20 A. I don't recall.</p> <p>21 Q. And to the extent that you had the 22 understanding that you just discussed or just described, 23 how did you obtain that understanding? What was it 24 based on?</p>

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<p>1 A. I'm sorry. I don't quite understand the 2 question.</p> <p>3 Q. A few moments ago you mentioned the fact that 4 it was your understanding that after the forbearance you 5 would be able to apply and be considered for a 6 modification, correct?</p> <p>7 A. Yeah. That's --</p> <p>8 Q. What did you base that understanding on? How 9 did you get that understanding?</p> <p>10 A. From speaking with representatives on the 11 phone.</p> <p>12 Q. When you say "representatives," that means 13 representatives of PennyMac?</p> <p>14 A. PennyMac.</p> <p>15 Q. And, at this time, do you have any recall as to 16 who you spoke with?</p> <p>17 A. I'm sorry?</p> <p>18 Q. And do you recall whether this was one or more 19 conversations?</p> <p>20 A. I think it was multiple.</p> <p>21 Q. And during what time period were these 22 conversations, if you can recall?</p> <p>23 A. I don't recall for sure.</p> <p>24 Q. Would those conversations have taken place --</p>	<p>1 special forbearance plan. 2 Do you recall receiving this document?</p> <p>3 A. I do.</p> <p>4 Q. Okay. And did you understand this to be the 5 document stating that your -- you would be given a 6 forbearance reducing the -- adjusting the monthly 7 payment to 411.73?</p> <p>8 A. Yes.</p> <p>9 Q. And then did you understand at the time it was 10 going to be a forbearance -- was scheduled to be a 11 forbearance from July of 2017 through December of 2017?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And it was your understanding at this 14 time that under the forbearance you were required to 15 make that total monthly payment of \$411.73 in each of 16 the months from July through December of 2017?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And am I correct that you did make the 19 July, August, September payments?</p> <p>20 A. Yes.</p> <p>21 Q. And is it correct that after that you were 22 unable to make the payments because your Unemployment 23 compensation had ceased?</p> <p>24 A. Yes.</p>
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<p>1 to the best of your recollection, would those 2 conversations take place prior to submitting the 3 application that's marked Exhibit No. 5 or both prior 4 and after?</p> <p>5 A. I believe both prior and after.</p> <p>6 Q. And were all of those communications by phone 7 or were any written?</p> <p>8 A. I believe they were by phone. 9 (Exhibit No. 6 was marked.)</p> <p>10 Q. I'm showing you what's been marked as Exhibit 6 11 to your deposition, which is a notice dated 6/30/2017. 12 And, actually, I realized that also has the loan number. 13 Let me cross out the loan number.</p> <p>14 Do you want to cross it out on yours or --</p> <p>15 MR. POMPONIO: Oh, I think it's fine.</p> <p>16 MR. CROWLEY: Just since these may be 17 attached to the deposition and may end up attached to 18 motions or whatever, I think it's better that the 19 original should be redacted?</p> <p>20 MR. POMPONIO: Sure.</p> <p>21 BY MR. CROWLEY:</p> <p>22 Q. Again, I'm showing you what's been marked as 23 Exhibit 6 to your deposition, which is a notice dated 24 6/30/2017, and it states you've been approved for a</p>	<p>1 MR. POMPONIO: Wasn't there an October 2 payment as well?</p> <p>3 THE DEPONENT: I was just thinking -- 4 MR. CROWLEY: Okay. Then I'll correct 5 that.</p> <p>6 BY MR. CROWLEY: 7 Q. So the payments were then four month payments - 8 July, August, September, and October?</p> <p>9 A. Yeah. My apologies.</p> <p>10 Q. Okay. My apologies for misstating that. So 11 there were four payments and then there were two that 12 you were unable to make due to the termination of the 13 Unemployment compensation, correct?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. Thank you. 16 And, by the same token, if at any time you feel 17 there's a need to correct either your response or 18 correct what I've stated, then please let us know or 19 please let your counsel know so we can address it.</p> <p>20 A. Thank you.</p> <p>21 Q. If you would refer back to that interrogatory 22 answer -- and, yes, you'll be able to put aside all of 23 the documents that I've shown you. I'm not going to be 24 asking you any more questions about those, so set them</p>

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<p>1 aside and just make sure at some point they all go back 2 to the court reporter because they're the official 3 document.</p> <p>4 Looking back at the same interrogatory answer, 5 if you would, read through it down to the point where it 6 starts -- again, starting -- read to yourself from where 7 it says "Plaintiff requested" down to the sentence that 8 starts "in November 2017 to December 2017" and then 9 through that sentence.</p> <p>10 A. Okay.</p> <p>11 Q. Okay. And with regard to where it says "In 12 November 2017 to December 2017, Plaintiff contacted 13 PennyMac to explain about her income situation," were 14 all of those contacts by phone?</p> <p>15 A. I don't recall.</p> <p>16 Q. Do you recall?</p> <p>17 A. After those months, I tried other means other 18 than the phone, but I don't recall for those months.</p> <p>19 Q. Okay. So you don't recall in November and 20 December before you did anything whether there were any 21 communications other than phone calls, correct?</p> <p>22 A. Correct.</p> <p>23 Q. But at some time thereafter, you did submit a 24 written application?</p>	<p>1 A. I tried by phone and by fax and by e-mail 2 without success.</p> <p>3 Q. When you say you tried by phone, by fax and 4 e-mail --</p> <p>5 Okay. So this would have been some time after 6 that November/December period we talked about earlier?</p> <p>7 A. Yes; yes.</p> <p>8 Q. Okay. And sitting here today, you don't recall 9 specifically what six-week period that was?</p> <p>10 A. Not specifically.</p> <p>11 Q. Do you recall a time period --</p> <p>12 Do you recall in November and December that 13 PennyMac had left phone messages on your answering 14 machine in response to your calls?</p> <p>15 A. I don't recall.</p> <p>16 Q. Can you estimate how many times during the 17 six-week period you tried by phone?</p> <p>18 A. I can't.</p> <p>19 Q. I'm sorry?</p> <p>20 A. I cannot.</p> <p>21 Q. Okay. And how about by fax?</p> <p>22 A. I cannot estimate an amount.</p> <p>23 Q. Okay. And how about by e-mail?</p> <p>24 A. I cannot estimate an amount.</p>
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<p>1 A. Yes.</p> <p>2 Q. Do you recall --</p> <p>3 Well, you say that "Plaintiff contacted 4 PennyMac to explain about your income situation." And 5 to the extent you can recall having phone calls, do you 6 recall what was said during those phone calls?</p> <p>7 A. Not exactly.</p> <p>8 Q. Can you remember approximately how many calls 9 there were?</p> <p>10 A. No.</p> <p>11 Q. When you say "not exactly," what do you -- what 12 can you recall about the conversations?</p> <p>13 A. I can't say for sure.</p> <p>14 Q. You state that "Despite several inquiries by 15 Plaintiff over a six-week period, PennyMac would not 16 respond to Plaintiff."</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And the six-week period that you're 20 referring to there, is that the November to December 21 time frame?</p> <p>22 A. I'm not sure.</p> <p>23 Q. And when it says "PennyMac would not respond to 24 Plaintiff," do you mean -- what did you mean by that?</p>	<p>1 Q. Did you keep copies of any of those e-mails or 2 the faxes?</p> <p>3 A. I don't recall.</p> <p>4 Q. Is it your understanding -- and to the extent 5 you would have kept any, you would have provided them to 6 your counsel?</p> <p>7 A. If I had them.</p> <p>8 Q. That's what I meant.</p> <p>9 If you had them, you would have turned them 10 over to your counsel?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Did you make notes of any of the phone 13 calls?</p> <p>14 A. I did at the time.</p> <p>15 Q. And what happened to those notes?</p> <p>16 A. I'm not sure.</p> <p>17 Q. Do you know if those notes were turned over to 18 your counsel?</p> <p>19 A. I don't recall. (Exhibit No. 7 was marked.)</p> <p>20 Q. Would you please look at Exhibit No. 7, which 21 is a notice dated December 5, 2017, addressed to you. 22 And let me know when you've had an opportunity to do so.</p> <p>23 A. Okay.</p>

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<p>1 Q. And do you recall receiving this letter?</p> <p>2 A. I don't.</p> <p>3 Q. Do you recognize this letter at all?</p> <p>4 A. No.</p> <p>5 Q. Do you recall being advised by PennyMac in any 6 manner in early December of 2017 that you did not 7 qualify for a further forbearance plan because you had 8 defaulted under the prior forbearance plan?</p> <p>9 A. No.</p> <p>10 Q. Do you recall being told by anyone at PennyMac 11 that the reason you did not qualify for a further 12 forbearance was because you had not made all of the 13 payments due under the prior forbearance plan?</p> <p>14 A. No.</p> <p>15 Q. Okay. This letter is addressed to 2122 21st 16 Street, Nitro, West Virginia 25143. That is the address 17 that you would have been receiving mail from PennyMac 18 throughout this time, correct?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. And do you have any reason, sitting here 21 today, to believe that you did not receive this letter 22 in or about December of 2017?</p> <p>23 A. No.</p> <p>24 Q. In the middle here, there's a list that -- it</p>	<p>1 to at PennyMac?</p> <p>2 A. Not really. There were so many.</p> <p>3 Q. Do you know if you made notes of any telephone 4 calls with Mr. Price?</p> <p>5 A. I remember sitting at work with Post-It notes 6 everywhere, yes, but I don't think that any of them made 7 it this far.</p> <p>8 Q. When you say you recall sitting at work with 9 Post-It notes, what time period would that have been?</p> <p>10 A. That was a little later. That would have had 11 to have been January or past.</p> <p>12 Q. Okay. Would it be correct that from February 13 of -- sometime in February of 2017, when you had to take 14 an unpaid leave to assist your partner, that from then 15 until January 2nd of 2018 that you were not employed?</p> <p>16 A. Correct. I --</p> <p>17 Did you say February of '17?</p> <p>18 Q. Yes.</p> <p>19 A. Okay. That's actually a little bit off because 20 I didn't leave work until, I believe, April of '17.</p> <p>21 Q. Okay. The unpaid leave started in April?</p> <p>22 A. Uh-huh.</p> <p>23 (Exhibit No. 8 was marked.)</p> <p>24 Q. Okay. Okay. Ms. Stoler, I'm showing you</p>
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<p>1 says, "Please don't hesitate to call me between the 2 hours of 7:00 a.m. and 4:00 p.m.," and it lists Joshua 3 Price.</p> <p>4 Did you reach out to Mr. Price?</p> <p>5 A. I recall that name, speaking with him before. 6 I can't recall dates.</p> <p>7 Q. When you say you recall speaking with him 8 before, do you mean speaking with him before this letter 9 or just speaking with him in general?</p> <p>10 A. In general, the name sounds familiar as to one 11 of the people from there that I'd spoken with.</p> <p>12 Q. Okay. But sitting here today, you don't recall 13 when the calls were?</p> <p>14 A. No.</p> <p>15 Q. Do you recall the subject matter of the calls?</p> <p>16 A. Me trying to get assistance with my loan.</p> <p>17 Q. Do you recall anything more specific about the 18 calls with him other than that?</p> <p>19 A. No.</p> <p>20 Q. Do you recall anything he told you in response 21 to your requests?</p> <p>22 A. (No verbal response.)</p> <p>23 Q. Other than Mr. Price's name, do you recall the 24 name -- any other names of persons you may have spoken</p>	<p>1 what's been marked as Exhibit 8 to your deposition, 2 which is a mortgage assistance application that's filled 3 out in handwriting and on the -- looks like on the sixth 4 page has a borrower's signature. Let me know when 5 you've had the opportunity to review that.</p> <p>6 A. What am I looking for?</p> <p>7 Q. Well, first of all, I'd just ask that if in 8 general you recall seeing that document. I had said 9 that there's a borrower's signature on what appears to 10 be the sixth page.</p> <p>11 A. Okay.</p> <p>12 Q. Do you recognize this to be a --</p> <p>13 First of all, do you recognize this document?</p> <p>14 A. Yeah.</p> <p>15 Q. Okay. Do you recognize this to be a mortgage 16 assistance application that you dated -- that you signed 17 on December 29th, 19 -- 20 -- December 29th, 2017?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Is this an application that you 20 submitted to PennyMac?</p> <p>21 A. I believe it to be.</p> <p>22 Q. Okay. And was this submitted by mail?</p> <p>23 A. I don't recall. I recall that after I started 24 working in January I tried to send requests repeatedly,</p>

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<p>1 so I'm not sure -- I recall going to the post office and 2 mailing, I recall using my work's fax repeatedly trying 3 to get them the requested information.</p> <p>4 Q. Now, with regard to this application, it's 5 dated December 29th, 2017. So that was before you 6 actually started working, correct?</p> <p>7 A. Uh-huh.</p> <p>8 Q. I'm sorry. You have to say "Yes" or "No."</p> <p>9 A. Sorry. I forgot. Yes.</p> <p>10 Q. "Yes"?</p> <p>11 Okay. On the last page of it is a copy of a 12 prepaid -- what appears to be a prepaid mailing envelope 13 or mailing label. Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Do you recall utilizing something like that to 16 send the application dated December 29th?</p> <p>17 A. I don't.</p> <p>18 Q. Do you know how --</p> <p>19 If it was dated December 29th, do you know when 20 it was that you actually sent it to PennyMac?</p> <p>21 A. I don't.</p> <p>22 Q. Okay. The last page that we were just 23 referring to that looked to be the prepaid envelope or 24 prepaid label has a "Received" stamp of January 8th,</p>	<p>1 Q. Do you recall receiving that document?</p> <p>2 A. No.</p> <p>3 Q. Do you recall being advised by PennyMac at some 4 point that your December 29th, 2017 application was 5 denied because it was within 37 days of the foreclosure 6 sale date?</p> <p>7 A. I do recall being told that in some form.</p> <p>8 Q. Okay. But --</p> <p>9 A. I don't recall if it was over the phone or by 10 letter, specifically.</p> <p>11 Q. And do you recall that you were informed that 12 around January 10th of 2018?</p> <p>13 A. I don't recall specifically January 10th, 2018.</p> <p>14 Q. Do you recall whether it was the first or 15 second half of January 2018?</p> <p>16 A. I don't recall.</p> <p>17 Q. Do you recall if it was actually in January of 18 2018?</p> <p>19 A. Yes, January.</p> <p>20 Q. When do you recall being the first time that 21 you were advised that there was a foreclosure sale -- 22 foreclosure sale scheduled?</p> <p>23 A. I don't recall.</p> <p>24 Q. Do you recall how you first learned that fact?</p>
<p style="text-align: center;">Page 34</p> <p>1 2018. Do you see that?</p> <p>2 A. I saw that.</p> <p>3 Q. Do you have any reason to believe that PennyMac 4 received the application dated December 29th, 2019 (sic) 5 prior to that January 8th, 2018 date?</p> <p>6 A. I -- I don't know.</p> <p>7 Q. Do you recall having discussions with PennyMac 8 after you submitted the application dated December 29th, 9 2019?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And how soon after December 29th of 12 2017 -- 2017 do you recall the first conversation 13 with --</p> <p>14 A. I don't.</p> <p>15 Q. Do you know if it was within a week, within two 16 weeks?</p> <p>17 A. I don't want to guess.</p> <p>18 Q. Okay. And I'd ask you not to guess. 19 (Exhibit No. 9 was marked.)</p> <p>20 Q. Ms. Stoler, I'm showing you what's been marked 21 Exhibit 9 to your deposition, which is a notice dated 22 January 10, 2018 from PennyMac to you. If you would, 23 take a moment to review that.</p> <p>24 A. Yes.</p>	<p style="text-align: center;">Page 36</p> <p>1 A. I don't. It was such a stressful time. 2 (Exhibit No. 10 was marked.)</p> <p>3 Q. Ms. Stoler, I'm showing you what's been marked 4 as Exhibit 10 to your deposition, which is on the 5 letterhead of Seneca Trustees, Inc., dated January 3rd, 6 2018, and I'll represent to you at the bottom it has 7 MSJ00001 through 00004, which indicates that it was 8 produced by your counsel. Take a minute to look at 9 this. And my first question is going to be whether you 10 recall seeing this document before.</p> <p>11 A. Yes. It does look familiar.</p> <p>12 Q. Okay. And do you recall whether you received it 13 in early January of 2018?</p> <p>14 A. I don't recall for sure the date.</p> <p>15 Q. Okay. Do you recall that you received it in 16 January of 2018?</p> <p>17 A. Yes.</p> <p>18 Q. But you don't know whether it was the first or 19 second half of the month at this point?</p> <p>20 A. I don't.</p> <p>21 Q. Okay. And it's your understanding that the 22 foreclosure sale has never actually taken place, 23 correct?</p> <p>24 A. Correct.</p>

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<p>1 Q. What is your understanding as to why the sale 2 has not taken place? And I'm not asking for anything 3 your attorney has told you.</p> <p>4 A. I'm not sure.</p> <p>5 Q. Okay. You mentioned a few moments ago when I 6 asked if you could recall a certain date you said you 7 couldn't because that time was so stressful.</p> <p>8 What did you mean by that?</p> <p>9 A. Well, my partner had almost passed away. It 10 was a very stressful time. He was going through rehab 11 and Unemployment ran out and I was trying to find a job 12 and just basically get by. Yeah.</p> <p>13 Q. Okay. And you were able to obtain employment 14 beginning January 2nd of 2018, correct?</p> <p>15 A. Correct.</p> <p>16 Q. How far in advance of that date did you know 17 you had a new job?</p> <p>18 A. It was a very quick thing. I don't know 19 exactly how far in advance.</p> <p>20 Q. That's okay.</p> <p>21 And did obtaining that job help alleviate some 22 of those stress factors you were just referring to -- 23 help resolve some of those stress factors you were 24 just --</p>	<p>1 MR. CROWLEY: Off the record. 2 (There was a break in the proceedings.)</p> <p>3 BY MR. CROWLEY:</p> <p>4 Q. You understand if you need a break, that's up 5 to you.</p> <p>6 A. I'm okay.</p> <p>7 (Exhibit No. 11 was marked.)</p> <p>8 Q. Okay. Ms. Stoler, you've been shown what's 9 been marked Exhibit 11 to your deposition a notice dated 10 January 23rd, 2018. Can you take a moment to review 11 this, please?</p> <p>12 A. Okay.</p> <p>13 Q. Do you recall receiving this document?</p> <p>14 A. Not specifically.</p> <p>15 Q. Do you recall after being notified by PennyMac 16 that your December 29th, 2017 application had been 17 denied for a loan mod (sic), do you recall asking 18 PennyMac to consider you for a deed --</p> <p>19 A. Vaguely. To be honest, I don't even really 20 understand that process. I was just trying anything to, 21 you know, get them to work with me.</p> <p>22 Q. And would those communications have been by 23 telephone or in writing, if you recall?</p> <p>24 A. Due to -- due to this, I don't recall. I just</p>
<p style="text-align: center;">Page 38</p> <p>1 A. A little bit, but I was still in pursuit of a 2 job because it wasn't paying enough, if you will. 3 During the hardship that we went through, you know, I 4 got behind, obviously, so I was looking for something 5 better. I continued to look for something better, more 6 higher pay.</p> <p>7 Q. The job that you started January 2nd of 2018, 8 which position was that?</p> <p>9 A. It was at Family Care.</p> <p>10 Q. And how long did you stay with that position?</p> <p>11 A. It was about a month or so.</p> <p>12 Q. I'm sorry?</p> <p>13 A. It was about a month or so.</p> <p>14 Q. Okay. And then did you change to a new 15 position?</p> <p>16 A. Yes.</p> <p>17 Q. And what position did you change to?</p> <p>18 A. Nitro Electric.</p> <p>19 Q. So that would have been in approximately 20 February of 2018?</p> <p>21 A. Uh-huh.</p> <p>22 Q. I'm sorry. You have to say "Yes" or "No" for 23 the court reporter.</p> <p>24 A. Yes.</p>	<p style="text-align: center;">Page 40</p> <p>1 remember, you know, contacting them in January by both, 2 you know, fax, phone.</p> <p>3 Q. Okay. And, again, to the extent you have any 4 of those communications still -- copies of those, you 5 would have turned them over to counsel?</p> <p>6 A. Yes.</p> <p>7 Q. With regard to looking back at the 8 interrogatory answers in that Page 3, it says, "On or 9 around January 2nd, 2018, Plaintiff secured new 10 employment and possessed the willingness and ability to 11 pay her monthly mortgage payments."</p> <p>12 It's my understanding you testified earlier 13 that you informed PennyMac that you could now pay -- 14 starting in January that you could pay your mortgage 15 payments; is that correct?</p> <p>16 A. I don't recall if I told them that.</p> <p>17 Q. You don't recall?</p> <p>18 Okay. If you would look at the next page of 19 those interrogatories, it's the paragraph that starts 20 "Instead of putting forth a good faith effort." Do you 21 see that?</p> <p>22 A. Yes.</p> <p>23 Q. And it states -- goes on -- and focusing in 24 particular, it says, "Plaintiff's request for loss</p>

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<p>1 mitigation under applicable agreements and guidelines 2 despite inviting Plaintiff to do so and despite 3 Plaintiff's demonstrated ability to make payments."</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. With regard to "Plaintiff's demonstrated 7 ability to make payments," that particular reference, 8 what information was provided to PennyMac showing that 9 you had an -- an ability to make payments?</p> <p>10 A. I don't know.</p> <p>11 Q. At the end of that paragraph it states "While 12 Plaintiff can now afford her regular monthly payments, 13 she cannot afford the arrears that have accrued as a 14 direct result of Defendant's failure to finally evaluate 15 her application for loss of mitigation assistance." Do 16 you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. At what point in time did you become 19 able to afford what would have been the regular monthly 20 payments? Let me go back a step.</p> <p>21 First of all, is that statement true that I 22 just read?</p> <p>23 A. I believed it to be at the time, but I was 24 continuing to look for better employment.</p>	<p>1 Q. Okay. During what period of time do you 2 believe you would have been able to make the \$705 3 payments, if at all?</p> <p>4 A. I'm still yet getting on my feet. I've been 5 working on it ever since all of this. I believe that -- 6 myself to be now, finally.</p> <p>7 Q. Okay. If you would, look at -- go to the back 8 of that document where there's some documents attached. 9 And if you would, look at the bottom there's MSJ -- 10 those MSJ numbers I referred to earlier. I'm looking at 11 Exhibit MSJ000605. Do you see that? It's actually a 12 couple pages in from the back.</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And is that a copy of an e-mail that you 15 sent to your counsel?</p> <p>16 A. Yes.</p> <p>17 Q. And it states towards the end of that "I did 18 send them a payment like you advised." Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Does that refresh your recollection that you'd 21 made a payment of \$705 in or around March 12th of 2018?</p> <p>22 A. I remember making some payments, but, yeah, I 23 still don't want to say a date. I'm not sure.</p> <p>24 Q. Okay. And do you recall how many payments of</p>
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<p>1 Q. Okay. And when you say you believe it was at 2 the time, what do you mean?</p> <p>3 A. I was willing to -- to try so hard to make 4 those payments.</p> <p>5 Q. Oh, you're talking about that January time -- 6 that January of 2018 time frame?</p> <p>7 A. Yes. And I was hoping to keep looking for a 8 higher paying job. And at least I had one at that point 9 and I was hoping to be able to make, you know, the 10 payments and -- and also still yet for modification to 11 possibly keep the home because the payments were -- were 12 high, but I was hoping to make them.</p> <p>13 Q. And when you say the payments were high, are 14 you referring to the payments of approximately \$705 per 15 month?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And, in fact, after January of 2018, you 18 did submit the two -- approximately -- two approximate 19 payments of \$705, correct?</p> <p>20 A. I don't remember.</p> <p>21 Q. Okay. From January of 2017 -- 2018 to the 22 present, has it been true that you would have been able 23 to afford to make the \$705 payments per month?</p> <p>24 A. Looking back, no.</p>	<p>1 that -- do you recall -- 2 To the extent that you recall making payments, 3 do you recall payments being made in the approximate 4 amount of \$705?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And do you recall it being two or more 7 payments?</p> <p>8 A. I don't.</p> <p>9 Q. Okay. Under the forbearance plan that had been 10 in effect under which you had made four payments, do you 11 recall that forbearance plan that we were discussing?</p> <p>12 A. Yes.</p> <p>13 Q. Those payments were approximately \$411 a month, 14 correct?</p> <p>15 A. Yes.</p> <p>16 Q. Sitting here today, at what period of time, if 17 at all, do you believe you would have been able -- 18 capable of being able to continue making payments of 19 \$411 a month?</p> <p>20 A. I believe I could do that, yes.</p> <p>21 Q. Okay. And when do you believe your ability to 22 do that started?</p> <p>23 A. I can't say for sure. Probably January.</p> <p>24 Q. January of?</p>

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<p>1 A. '17 -- '18.</p> <p>2 Q. January of '18?</p> <p>3 A. I think. I'm getting the years mixed up.</p> <p>4 Q. I believe January of '18 was when you started working again.</p> <p>5 A. Correct.</p> <p>6 Q. Is that the January you meant?</p> <p>7 A. Yes. Sorry.</p> <p>8 Q. No. That's quite all right.</p> <p>9 A. Lots of dates.</p> <p>10 (Exhibit No. 12 was marked.)</p> <p>11 Q. Yes.</p> <p>12 Ms. Stoler, on a number of the documents, you'll see that your loan number has been crossed out and I'm crossing it out before I give it to you and that's only because there's a possibility that some of these documents when they're attached to the transcript could end up in the way of court and we don't want your loan number to be listed publicly. That's all. That's why that's being done.</p> <p>13 I'm showing what's been marked as Exhibit 12 to your deposition, which is a January 25, 2018 letter from -- addressed to PennyMac Loan Services. Do you recall seeing this letter before?</p>	<p>1 became represented by counsel -- around the time?</p> <p>2 A. Probably around the time.</p> <p>3 Q. And what was your intent in sending this letter?</p> <p>4 A. To try to keep my home.</p> <p>5 Q. At any time after January 25 of 2018, did you make any -- strike that.</p> <p>6 You're aware that a lawsuit was filed in this case against PennyMac in May of 2018, correct?</p> <p>7 A. I --</p> <p>8 Q. Filed on your behalf against PennyMac.</p> <p>9 A. I can't be certain of the date --</p> <p>10 Q. Okay.</p> <p>11 A. -- that you mentioned.</p> <p>12 Q. But you recall at some point --</p> <p>13 Do you recall that at some point a lawsuit was filed against PennyMac on your behalf at least several months after the January 25th, 2018 letter?</p> <p>14 A. Yes; yes.</p> <p>15 Q. Okay. Between the time of the January 25th, 2018 letter and the filing of the lawsuit, do you recall any other efforts that you made during that time period to request assistance from PennyMac either in the forbearance loan by deed or any other means of</p>
<p>1 A. Yes.</p> <p>2 Q. Okay. And is that your signature on the second page?</p> <p>3 A. Yes.</p> <p>4 Q. Thank you.</p> <p>5 And do you recall seeing this at or about the time it was dated, January 25 of 2018?</p> <p>6 A. I don't recall the date.</p> <p>7 Q. Do you know what date it was actually sent to PennyMac?</p> <p>8 A. I don't.</p> <p>9 Q. Do you know the means by which it was sent to PennyMac?</p> <p>10 A. I don't.</p> <p>11 Q. Was it forwarded by your counsel's office or by you? And by "forwarded," I mean sent to PennyMac.</p> <p>12 A. I don't recall.</p> <p>13 Q. What prompted you to send this letter?</p> <p>14 A. I -- I don't recall.</p> <p>15 Q. At any time prior to January 25th of 2018 had you informed PennyMac in any way that you were represented by counsel?</p> <p>16 A. I don't remember.</p> <p>17 Q. Is January 25th, 2018 about the time that you</p>	<p>1 assistance?</p> <p>2 A. I don't recall.</p> <p>3 Q. Upon sending this letter, was it your understanding that you would continue to receive monthly statements from PennyMac?</p> <p>4 A. I wasn't aware, I don't think.</p> <p>5 Q. Did you have an understanding one way or another?</p> <p>6 A. I don't think I have an understanding of the -- if I'd received monthly statements or not.</p> <p>7 Q. Okay. Prior to sending this letter on January 25th of 2018, were you receiving what would be referred to as billing -- bill collecting calls from PennyMac?</p> <p>8 A. I had received them before.</p> <p>9 Q. Okay. And did they cease shortly after you sent this letter?</p> <p>10 A. I don't recall.</p> <p>11 Q. Do you recall that they -- do you recall that they -- let me start --</p> <p>12 Do you recall that sometime after this letter, those calls stopped?</p> <p>13 A. Yes. I believe so.</p> <p>14 Q. Okay. Sitting here today, you don't recall how shortly after this letter?</p>

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<p style="text-align: center;">Page 49</p> <p>1 A. I don't.</p> <p>2 Q. Okay. Referring back to the documents that are 3 attached to the interrogatories, that's that exhibit, 4 right? Looking at the page that would be labeled 5 MSJ000570 --</p> <p>6 See that?</p> <p>7 A. Yes.</p> <p>8 Q. Do you recognize that to be a monthly mortgage 9 statement?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. When you sent the letter in January of 12 2018, was it your intent to direct PennyMac to no longer 13 send such statements to you?</p> <p>14 A. Yes.</p> <p>15 Q. Pardon me?</p> <p>16 A. Yes.</p> <p>17 Q. With regard to --</p> <p>18 Have you produced to your counsel all of the 19 written communications that you have received from 20 PennyMac from January 25th of 2018 through the present?</p> <p>21 A. I believe that I have unless I missed any.</p> <p>22 Q. Okay. And would you agree that most of the 23 documents that you have received from PennyMac during 24 that time period have, in fact, been the monthly</p>	<p style="text-align: center;">Page 51</p> <p>1 going to contact my counsel from then on.</p> <p>2 Q. Now, when you received the April -- when you 3 received the notice about the payment being received in 4 or about April of 2018, did that letter cause you stress 5 in any way?</p> <p>6 A. I wondered why they were, you know, sending it 7 and saying they were applying it to a past due balance. 8 I kind of wondered what it was about.</p> <p>9 Q. Okay. So you were curious about it?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Looking at the documents, we looked at 12 the one labeled 570, which is -- that was the one we 13 looked at which is a monthly statement from March of 14 2018, right?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And looking at the next document, the 17 one starting MSJ000572, that's a monthly statement dated 18 April 11th, 2018, correct?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And then we also just looked at the one 21 beginning at 574 that was dated April 11th that refers 22 to the loan payment, correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. The next is a letter dated April 17,</p>
<p style="text-align: center;">Page 50</p> <p>1 mortgage statements?</p> <p>2 A. Most of them.</p> <p>3 Q. Okay. If you would, turn to the document that 4 is labeled MSJ000574, and that's a note dated April 11, 5 2018. Do you recall receiving that document?</p> <p>6 A. No. Not right off.</p> <p>7 Q. Okay. It references a payment. It says --</p> <p>8 under "About your loans," it says, "PennyMac Loan 9 Services wants to ensure that we provide you with timely 10 information regarding your loan. The notice is to 11 advise you about your recent payment received in the 12 amount of \$705." Do you see that?</p> <p>13 A. Uh-huh.</p> <p>14 Q. And do you recall receiving that -- do you 15 recall --</p> <p>16 A. Oh, yes. I do recall this now.</p> <p>17 Q. Okay.</p> <p>18 A. I don't recall the exact date, but, yes.</p> <p>19 Q. Okay. A few moments ago in response to my 20 question you said it was your intent to have PennyMac 21 stop sending monthly mortgage statements. Why did you 22 want monthly mortgage statements no longer to be sent to 23 you?</p> <p>24 A. It was just my understanding that they were</p>	<p style="text-align: center;">Page 52</p> <p>1 2018, starting off, "PennyMac wants to work with you to 2 resolve" --</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Do you recall receiving that document?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Do you recall if the four documents that 8 I've just referred -- shown you were all received before 9 the lawsuit was filed?</p> <p>10 A. I recall this one sticking out to me because I 11 believe it was -- I don't know as far as filing goes, 12 but I believe I had already spoken with counsel. I 13 don't know for sure the dates on -- when everything was 14 filed, but, yeah, I had spoken with counsel already.</p> <p>15 Q. Okay. Now, I don't want to specifically ask 16 you about communications between you and your attorney, 17 but at the time you would have received this April 17th, 18 2018 letter, it was your intent at that point to go 19 forward with the lawsuit?</p> <p>20 A. I don't remember.</p> <p>21 Q. Okay. At any time prior -- any time between 22 the January 25th, 2018 letter and the filing of the 23 lawsuit, were you aware of either you or anyone else 24 contacting PennyMac to say, "Hey, I've asked that you no</p>

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<p>1 longer send me documents, but you're still sending them 2 to me"? Do you recall that? 3 A. I'm not sure. 4 Q. Did you ever review the complaint that was 5 filed in this litigation against PennyMac? 6 A. Yes. I - yeah. 7 Q. Is it your understanding that you are looking 8 for damages from PennyMac? 9 A. I was just trying to keep my home. 10 Q. Are you seeking any type of monetary damages 11 that you -- 12 To your understanding, are you seeking any type 13 of monetary damages from PennyMac? 14 A. Mostly trying to keep my home. 15 Q. Okay. Have you suffered any kind of medical 16 conditions or other physical conditions as a result of 17 having -- as a result of any of the actions taken by 18 PennyMac -- and I want to divide this up -- by PennyMac 19 with regard to the processing of the different attempts 20 that you had to obtain loan assistance? 21 A. I'd say mostly just stress and anxiety. 22 Q. And how long did that stress and anxiety exist? 23 A. A while. 24 Q. Approximately when did it begin?</p>	<p>1 that bad. 2 Q. Can you estimate approximately how many times? 3 A. I don't recall. 4 Q. Now, with regard to the letters that are -- or 5 the communications that were sent to you after June -- 6 I'm sorry -- after January 25th of 2018, did those 7 letters cause you any type of additional stress or 8 anything beyond what you'd already been experiencing? 9 A. Not really. 10 Q. How long did your partner's medical condition 11 continue? 12 A. How long was he hospitalized or -- 13 Q. How long was his condition sufficiently severe 14 that it caused you -- well, let me rephrase it. 15 Did his medical condition and having to care 16 for him cause you stress and anxiety? 17 A. Oh, sure. 18 Q. Okay. And approximately how long did that 19 stress and anxiety continue? 20 A. He was hospitalized from April until August or 21 September. I can't quite remember. It was the 22 beginning of September-ish, but there was a lot of rehab 23 after that too. 24 Q. So that was --</p>
<p style="text-align: center;">Page 54</p> <p>1 A. I'm not sure. 2 Q. Okay. And has it continued? 3 A. It's getting a little better. 4 Q. And approximately when did it start to get a 5 little better? 6 A. I don't know. Here recently. 7 Q. Okay. And what is causing it to get better? 8 A. I'm not sure. 9 Q. Have you had -- 10 A. Just getting back on track, I guess. 11 Q. Have you had to seek any kind of medical 12 assistance in connection with the stress and anxiety? 13 A. I talked to my doctor, but, no. Not other than 14 just, you know, a regular doctor that -- speaking with 15 him. 16 Q. Okay. Or any kind of medicine prescribed for 17 -- to assist you with these issues? 18 A. No. 19 Q. Did the stress or anxiety cause any kind of 20 physical symptoms that you're aware of? 21 A. Just not feeling well. 22 Q. Did it prevent you from undertaking any kind of 23 activities? 24 A. Missing work a few times, maybe, but nothing</p>	<p style="text-align: center;">Page 56</p> <p>1 If you need to take a break, we can do that. 2 A. No. I'm fine. I'd rather get it over with. 3 Q. When you're talking about August, August and 4 September of '17 or -- 5 A. I'm sorry. I'm getting confused on the dates 6 again. 7 Q. I understand. 8 As I understand, he was hospitalized in April 9 of 2017? 10 A. Yes; yes. 11 Q. So he was hospitalized until sometime in 12 August, September of 2017? 13 A. Uh-huh. 14 Q. And then how long did his rehab and things like 15 that continue after? 16 A. Probably about until January of -- that would 17 be '18. 18 Q. Did his medical condition resolve or improve 19 significantly after that date? 20 A. Uh-huh. 21 Q. And it has to be a "Yes" or "No." I'm sorry. 22 A. Yes. Sorry, again. 23 MR. CROWLEY: Just give me a moment. I 24 may be finished.</p>

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<p>1 (There was a break in the proceedings.)</p> <p>2 MR. CROWLEY: Back on.</p> <p>3 BY MR. CROWLEY:</p> <p>4 Q. Earlier we were discussing the fact that the</p> <p>5 foreclosure sale had been canceled, correct?</p> <p>6 Do you recall that?</p> <p>7 A. Yes; yes.</p> <p>8 Q. Do you recall --</p> <p>9 And it's your understanding that the -- there</p> <p>10 is no sale currently scheduled, correct?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Was the fact that the --</p> <p>13 The fact that the sale was canceled, did that</p> <p>14 help kind of resolve some of your anxiety and stress?</p> <p>15 A. I guess so. Maybe slightly. I still know</p> <p>16 there was so much further to go that --</p> <p>17 Q. At any time since January of 2018 -- January</p> <p>18 25th of 2018, at any time have you been informed by</p> <p>19 PennyMac that the sale was going to be rescheduled?</p> <p>20 A. I don't recall being informed that.</p> <p>21 Q. Okay. Okay. You indicated earlier that one of</p> <p>22 your intents was to have PennyMac no longer send you</p> <p>23 statements. Even if PennyMac had not sent you</p> <p>24 statements, you did have an understanding that the</p>	<p>1 Thank you. I have nothing further.</p> <p>2 THE DEPONENT: Thank you.</p> <p>3 MR. CROWLEY: Bren, could we just --</p> <p>4 The document that you copied, the note and</p> <p>5 the copy of the mortgage that we -- the deed of trust</p> <p>6 that we'd produced, can we just add those as exhibits to</p> <p>7 the deposition saying that those are the ones we're</p> <p>8 stipulating were authentic?</p> <p>9 MR. POMPONIO: Okay.</p> <p>10 MR. CROWLEY: Let me -- just to --</p> <p>11 (Exhibit Nos. 13 & 14 were marked.)</p> <p>12 MR. CROWLEY: These are the ones that were</p> <p>13 produced.</p> <p>14 MR. POMPONIO: Okay.</p> <p>15 MR. CROWLEY: Is that okay?</p> <p>16 MR. POMPONIO: Okay.</p> <p>17 MR. CROWLEY: So these are 13 and 14.</p> <p>18 Just for the record, there's a stipulation between the</p> <p>19 parties that Exhibit 13 is an authentic copy of the note</p> <p>20 related to the property 2122 21st Street involving Ms.</p> <p>21 Stoler, and Exhibit 14 is a deed of trust securing that</p> <p>22 note, and the stipulation between the parties that these</p> <p>23 documents are authentic.</p> <p>24 Thank you.</p>
<p>1 monthly payments that were unpaid would continue to</p> <p>2 accrue, correct?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And the fact that, you know, if the</p> <p>5 statements had been sent to your counsel as opposed to</p> <p>6 you, that would not in any way have changed the amounts</p> <p>7 that were due or the amounts which were accruing,</p> <p>8 correct?</p> <p>9 A. Yes.</p> <p>10 Q. Do you recall making two small payments to</p> <p>11 PennyMac in June and July -- or approximately July of</p> <p>12 2018 in the amount of \$20 each?</p> <p>13 A. Yes.</p> <p>14 Q. For what purpose were those payments made?</p> <p>15 A. Kind of a good faith thing because I was --</p> <p>16 that's all I had at the moment.</p> <p>17 Q. And some of the statements -- some of the</p> <p>18 documents that you received and provided to your counsel</p> <p>19 were, in fact, statements indicating that those payments</p> <p>20 had been received, correct?</p> <p>21 A. I guess so.</p> <p>22 (Exhibit No. 12 was marked.)</p> <p>23 MR. CROWLEY: Just one more document. I</p> <p>24 may or may not ask any questions.</p>	<p>1 MR. POMPONIO: I have a few questions.</p> <p>2 You good to keep going?</p> <p>3 EXAMINATION</p> <p>4 BY MR. POMPONIO:</p> <p>5 Q. You were asked some questions about the stress</p> <p>6 that you've had relating to possible foreclosure of your</p> <p>7 home. Do you remember those questions?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Have you had any trouble sleeping as a</p> <p>10 result of the stress?</p> <p>11 A. Yes.</p> <p>12 Q. The --</p> <p>13 Have you experienced any embarrassment or</p> <p>14 humiliation as a result of the foreclosure?</p> <p>15 A. Yes.</p> <p>16 Q. Was it published in the paper?</p> <p>17 A. Yes.</p> <p>18 Q. Did you have occasion that anybody, friends, or</p> <p>19 family members asked you about that foreclosure?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And you have a daughter, right?</p> <p>22 A. Yes.</p> <p>23 Q. What's her age?</p> <p>24 A. My youngest is 19.</p>

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<p>1 Q. Okay. You have --</p> <p>2 A. Three.</p> <p>3 Q. You have three?</p> <p>4 And just one of them lives with you; is that</p> <p>5 correct?</p> <p>6 A. The two younger ones do.</p> <p>7 Q. Okay.</p> <p>8 A. My oldest one does not.</p> <p>9 Q. Okay. And did you ever have to have any</p> <p>10 discussions with your daughters about the possible</p> <p>11 foreclosure?</p> <p>12 A. Yes.</p> <p>13 Q. And how did that affect you?</p> <p>14 A. It was hard.</p> <p>15 Q. When you -- when you received the</p> <p>16 correspondence from PennyMac after you had identified</p> <p>17 that you had a lawyer, did you worry that those -- why</p> <p>18 those letters were coming to you instead of your lawyer?</p> <p>19 A. Yes.</p> <p>20 Q. Do you need a break?</p> <p>21 A. I was looking for tissues.</p> <p>22 MS. FENWICK: We had some in the other</p> <p>23 room. In fact, we call the other room our "crying room"</p> <p>24 because we put tissues in there, but I'm happy to go get</p>	<p>1 begin making payments again on your mortgage?</p> <p>2 A. Yes; yes.</p> <p>3 Q. Well, if --</p> <p>4 Hypothetically speaking, had PennyMac given you</p> <p>5 a modification in January of 2018 after you started</p> <p>6 working at Family Care, do you believe that you would</p> <p>7 have been able to --</p> <p>8 A. Yes.</p> <p>9 Q. Let me finish.</p> <p>10 Do you think you'd have been able to make that</p> <p>11 payment continuing forward?</p> <p>12 A. Yes.</p> <p>13 Q. Did you feel like the lawsuit was necessary for</p> <p>14 you to be able to keep your home?</p> <p>15 A. Yes.</p> <p>16 Q. Let's go back and talk about the forbearance</p> <p>17 agreement that you received. Now, your -- your --</p> <p>18 Was it your understanding -- I think you did</p> <p>19 testify to this earlier. Was it your understanding that</p> <p>20 the forbearance was for six months?</p> <p>21 A. Yes.</p> <p>22 Q. And that during that six-month period PennyMac</p> <p>23 was not going to try to foreclose on you?</p> <p>24 A. Yes.</p>
<p style="text-align: center;">Page 62</p> <p>1 some, if you want.</p> <p>2 THE DEPONENT: Thank you.</p> <p>3 (There was a break in the proceedings.)</p> <p>4 BY MR. POMPONIO:</p> <p>5 Q. In January of 2018 -- I want to take you back</p> <p>6 to that time period and we can talk about -- I have a</p> <p>7 couple questions for you.</p> <p>8 You'd obtained a job at Women's Care,</p> <p>9 correct --</p> <p>10 A. Yeah.</p> <p>11 Q. -- or Family Care?</p> <p>12 A. Yeah. I think it kind of -- they call it</p> <p>13 Women's Care, Family Care. It's the same place though.</p> <p>14 Q. And --</p> <p>15 THE DEPONENT: Thank you. Sorry.</p> <p>16 MS. FENWICK: Oh, you're welcome.</p> <p>17 BY MR. POMPONIO:</p> <p>18 Q. After you got the job at Family Care, did</p> <p>19 you -- did you believe that you had the household income</p> <p>20 to be able to make regular payments on your -- on your</p> <p>21 mortgage?</p> <p>22 A. Yes.</p> <p>23 Q. And was it your intention in filing this case</p> <p>24 to obtain some sort of stop to the foreclosure and then</p>	<p>1 Q. And that at the end of that six-month period</p> <p>2 that you would be eligible for a loan modification?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Now, the -- on Deposition Exhibit No. 6,</p> <p>5 this sets out the payments for your forbearance,</p> <p>6 correct?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And it indicates here that you'd been</p> <p>9 talking -- well, there's handwriting on here -- your</p> <p>10 handwriting on here with some figures and stuff like</p> <p>11 that, correct?</p> <p>12 A. Yes.</p> <p>13 Q. Do you know when you made those notes? Was it</p> <p>14 right around the time that you received this, or was it</p> <p>15 at a later date?</p> <p>16 A. I don't recall.</p> <p>17 Q. Okay. That's fine.</p> <p>18 You see at the bottom of this notice, it says</p> <p>19 "On January 1, 2018, assuming you make all of these</p> <p>20 payments successfully, you'll resume making regular</p> <p>21 monthly payments under the loan."</p> <p>22 Do you see that notice there?</p> <p>23 A. Yes.</p> <p>24 Q. Did you understand that at the end of this</p>

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<p>1 forbearance that you would be eligible for a 2 modification or that they would just start having you 3 make the regular monthly payment? 4 A. I thought the modification. 5 Q. Okay. And that was based on your conversations 6 that you had with representatives from PennyMac during 7 this time? 8 A. Right; right. 9 Q. Including Josh? 10 A. Yes. 11 Q. Okay. Now, this payment amount that was 12 required was about -- was \$411.73, correct? 13 A. Yes. 14 Q. Now, your Unemployment benefits -- 15 How much were you getting from Unemployment? 16 A. Around 298. 17 Q. Every two weeks? 18 A. Some odd change, I think, yeah. Right under 19 \$300. 20 Q. Okay. So about \$600 a month? 21 A. Yeah. 22 Q. Okay. Did you -- did you -- 23 Did you have difficulty making the \$411 24 payment?</p>	<p>1 Q. And why -- it may sound like a silly question, 2 but why were you looking for a job? 3 A. Because the Unemployment ran out and at least 4 with the rehab I could kind of see a light at the end of 5 the tunnel, so I was trying to go back to work. 6 Q. And was it important to you at that time to be 7 able to get some income coming in so that you could 8 afford this modification? 9 A. Yes. 10 Q. And did you ever think that because you weren't 11 able to make the November and December forbearance 12 payments that you weren't going to be able to still get 13 that modification in January? 14 A. No. 15 MR. POMPONIO: That's all I have. 16 MR. CROWLEY: I just have a couple 17 follow-ups on those specific questions. 18 RE-EXAMINATION 19 BY MR. CROWLEY: 20 Q. Counsel asked you a few moments ago a 21 hypothetical about if you had gotten a mod would you 22 have been able to continue to pay. Do you recall those 23 questions he asked a few minutes ago? 24 A. Yes.</p>
<p>1 A. Yeah; yeah. It was -- yeah -- pretty hard. 2 Q. Okay. 3 A. Still. 4 Q. And, obviously, PennyMac knew that you were -- 5 what your income was? 6 You told them what the Unemployment income was 7 for qualify for the forbearance, correct? 8 A. I had to send them proof of it. 9 Q. And that Unemployment income is temporary, 10 correct? 11 A. Correct. 12 Q. And you testified it expired in October? 13 A. Yes. 14 Q. And so in November and December, you didn't 15 have any Unemployment income, correct? 16 A. Correct. 17 Q. Okay. What did you do during -- 18 You know, what were you thinking about and 19 what were you doing in November and December with 20 respect to your -- to your house payment? What was your 21 plan? 22 A. Well, it, again, was a stressful time because 23 of the rehab, but I was looking for -- looking for a 24 job.</p>	<p>1 Q. Starting in January of 2018, what amount of 2 loan payment would you have been able to afford? 3 A. I was hoping they'd do something along the 4 lines of the forbearance or, at that point, I was 5 willing to take probably anything they would have given 6 me as far as a modification. 7 Q. Okay. But what do you actually think you could 8 have afforded at that point? 9 A. I could only speculate or guess, so -- 10 Q. Well, you just answered counsel's question that 11 you thought you would be able to afford to make payments 12 and I guess my question in response to his question is 13 when you're saying you were able to make payments, what 14 payments would you have been able to make? 15 A. I could only guess. Maybe 500. 16 Q. But you think that's a guess? 17 A. Yes. 18 Q. During the time period that you actually had 19 the forbearance, that is the July through December 20 period, other than the Unemployment, did your household 21 have any other income? 22 A. No. 23 Q. "No"?</p>
	<p>24 A. No.</p>

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<p>1 Q. No income at all for the house?</p> <p>2 A. No.</p> <p>3 Q. Looking back at Exhibit 6, which is the notice</p> <p>4 that you have been approved for the special forbearance</p> <p>5 plan, when you received this notice, did you call anyone</p> <p>6 or contact anyone at PennyMac and say, "Hey, it was my</p> <p>7 understanding that, you know, once the" -- or -- I'm</p> <p>8 sorry -- did you call anyone at PennyMac and say that</p> <p>9 that statement that's in the box at the bottom that says</p> <p>10 "On 1/1/2018," that that statement was not what you</p> <p>11 understood?</p> <p>12 A. I don't know.</p> <p>13 Q. Okay. Now, when you had discussions with</p> <p>14 PennyMac -- strike that.</p> <p>15 Earlier you mentioned that you had discussions</p> <p>16 with people at PennyMac, perhaps, including Joshua that</p> <p>17 was discussed earlier that -- about whether there would</p> <p>18 be a loan mod after the forbearance.</p> <p>19 Do you recall that?</p> <p>20 A. I'm sorry. Could you repeat that?</p> <p>21 Q. Okay. Sure.</p> <p>22 Earlier you discussed in response to questions</p> <p>23 from your counsel that in connection with the</p> <p>24 forbearance that was issued in June of 2017, that you</p>	<p>1 after she prints out your testimony to go over it and</p> <p>2 see if it's consistent with what you said, but I usually</p> <p>3 just advise people to waive that because you're not</p> <p>4 going to remember what you said.</p> <p>5 THE DEPONENT: Yeah.</p> <p>6 MR. POMPONIO: She'll waive.</p> <p>7 (Deposition concluded at 11:49 a.m.)</p>
<p>1 had discussions with PennyMac about the fact that --</p> <p>2 about whether there would be a loan mod available after</p> <p>3 the forbearance expired.</p> <p>4 Do you recall that?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Now, did PennyMac tell you that you</p> <p>7 would be considered for a loan mod after the forbearance</p> <p>8 was expired?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. They did not tell you that you would be</p> <p>11 guaranteed a loan mod, did they?</p> <p>12 A. Not that I recall.</p> <p>13 Q. Okay. And there's nothing in writing that</p> <p>14 you're aware of that says you would be given a loan mod</p> <p>15 upon the expiration of the forbearance, correct?</p> <p>16 A. I don't recall a guarantee in writing.</p> <p>17 Q. And if you had anything like that -- you still</p> <p>18 had anything like that, you would have provided it to</p> <p>19 your counsel, correct?</p> <p>20 A. Yes. Correct.</p> <p>21 MR. CROWLEY: Okay. Thanks. I have</p> <p>22 nothing further.</p> <p>23 THE DEPONENT: Thank you.</p> <p>24 MR. POMPONIO: You have the right to --</p>	<p>1 STATE OF WEST VIRGINIA,</p> <p>2 COUNTY OF KANAWHA, to wit:</p> <p>3 I, Kristen S. Craddock, a Notary Public and</p> <p>4 Commissioner within and for the County and State</p> <p>5 aforesaid, duly commissioned and qualified, do hereby</p> <p>6 certify that the attached deposition of JESSICA STOLER</p> <p>7 was duly taken by me and before me at the time and place</p> <p>8 and for the purpose specified in the caption hereof, the</p> <p>9 said witness having been by me first duly sworn.</p> <p>10 I do further certify that the said deposition was</p> <p>11 correctly taken by me in shorthand notes, and that the</p> <p>12 same were accurately written in full and reduced to</p> <p>13 typewriting and that the witness did request to read her</p> <p>14 transcript.</p> <p>15 I further certify that I am neither attorney or</p> <p>16 counsel for, nor related to or employed by any of the</p> <p>17 parties to the action in which this deposition is taken,</p> <p>18 and further that I am not a relative or employee of any</p> <p>19 attorney or counsel employed by the parties or</p> <p>20 financially interested in the action and that the</p> <p>21 attached transcript meets the requirements set forth</p> <p>22 within article twenty-seven, chapter forty-seven of the</p> <p>23 West Virginia Code.</p> <p>24 My commission expires May 22nd, 2022.</p> <p>16 under my hand this 13th day of August, 2019.</p> <p>17 Kristen S. Craddock Court Reporter</p> 

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